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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

IMPULSIVE MUSIC, UNIVERSAL MUSIC - MGB
SONGS, UNIVERSAL-POLYGRAM
INTERNATIONAL PUBLISHING, INC. and ICE
NINE PUBLISHING,

Plaintiffs,

-against-

C.K. HADDOCKS, INC., CHARLES LUMENFELD
and KEITH GRIFFIN,

Defendants.

Civil Action No. 09-0202

CONSENT JUDGMENT

The Complaint in the above-captioned action having been filed on January 20, 2009, service on Defendants C.K. Haddocks, Inc., Charles Lumenfeld and Keith Griffin (collectively the Defendants") is hereby acknowledged; and the parties having agreed that the Court may find: (1) that Plaintiffs were, on the dates alleged in Schedule A to the complaint, the respective owners of valid copyrights in the five songs listed on Schedule A to the complaint; (2) that Plaintiffs' songs were performed publicly at Defendants' establishment known as The Fishery, located at 1 Main Street, East Rockaway, New York, 11518 (the "Establishment") on February 1 and 2, 2008, without permission of the Plaintiffs or license from the performing rights organization to which they belong, the American Society of Composers, Authors and Publishers ("ASCAP"); (3) that at all relevant times, Defendants owned and operated the Establishment; (4) that such performances of Plaintiffs' songs were willful infringements of Plaintiffs' copyrights; and (5) that there is a danger that such infringing conduct will continue thereby causing irreparable injury to Plaintiffs for which damages cannot be accurately computed, and necessitating the granting of injunctive

relief against Defendants' continued infringing conduct; and the parties having further agreed, that the Court shall enter final judgment on the foregoing findings, it is therefore,

ORDERED, ADJUDGED AND DECREED:

1. Defendants are enjoined and restrained permanently from publicly performing any and all of the copyrighted musical compositions in the ASCAP repertory at the Establishment and from causing or permitting the public performance of copyrighted musical compositions in the ASCAP repertory at the Establishment, or at any other facility owned and controlled by Defendants, and from aiding or abetting public performances of such compositions, unless Defendants have previously obtained permission to give such performances either directly from the copyright owner or by license with ASCAP.
2. Defendants shall be jointly and severally liable to Plaintiffs for damages in the amount of \$15,000.00 (the "Judgment Amount") provided, however, that the judgment may be satisfied upon the payment of \$9,500.00 (the "Settlement Amount") on or before June 5, 2009. Said payment shall be paid by certified check to the American Society of Composers, Authors and Publishers ("ASCAP"), at its office at One Lincoln Plaza, New York, New York 10023, Attention: Andrew Schaeffer, Esq. as follows:
3. The payment made by Defendants pursuant to paragraph 2 above shall be delivered so that it arrives no later than the due date set forth in paragraph 2 above.
4. Upon timely receipt of the amount owed pursuant to paragraph 2 above, (a) Defendants shall be deemed to have paid to ASCAP all license fees owed for the Establishment through December 31, 2009, and an additional sum representing damages and legal expenses incurred by Plaintiffs in prosecution of this action; provided that in no event or circumstance shall ASCAP or Plaintiffs owe any reimbursement of, or be obligated to return, any portion of

the Settlement Amount; and (b) Plaintiffs shall thereupon cause to be filed a Satisfaction of this Consent Judgment.


5. In the event that Defendants default in making the payment provided for in paragraph 2 above; or in the event that any of the Defendants file for bankruptcy; or in the event that Defendants fail to comply with their obligations under this Consent Judgment; or in the event that Defendants fail to give notice to ASCAP as required by paragraph 7 below; then on ten (10) days' notice of such default or other event, and provided such default is not cured within the ten-day period, the Judgment Amount, plus statutory interest accruing from the date of entry of this Consent Judgment, less any payments made by Defendants pursuant to paragraph 2 above, shall become due; and Plaintiffs may pursue all remedies provided by law to collect such amount then owed, and Defendants shall be jointly and severally liable for all attorneys' fees and costs thereby incurred by Plaintiffs. In the event that any of the Defendants file for bankruptcy, any balance on the Judgment Amount shall be deemed a non-dischargeable debt.

6. In the event that Defendants enter into or execute a contract for the sale, transfer or assignment of the Establishment during the time period covered by the payment provisions of paragraph 2 above, Defendants shall, within ten (10) days of executing or entering into such a contract, give notice to ASCAP of said pending contract and shall, in advance of such sale, transfer or assignment, cause arrangements to be made for the payment of any balance then owed pursuant to the terms of this Consent Judgment not later than the closing of such sale, transfer or assignment.

7. Any notices required by this Consent Judgment to be sent to Plaintiffs shall be sent by regular U.S. Mail or overnight delivery service to Plaintiffs' undersigned counsel; or to Defendants at the Establishment by regular U.S. Mail or overnight delivery service.

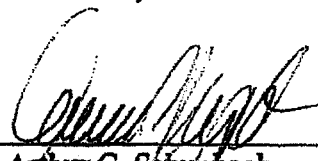
Dated: New York, New York
March 16, 2009

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SO ORDERED: 3.19.09

s/KAM

U.S.D.J. 